

**GOVERNMENT OF MANIPUR
ELECTRICITY DEPARTMENT**

NOTICE INVITING EXPRESSION OF INTEREST

Imphal, the 24th August, 2012

No. 1/82(HPCY)/SE-HIG/ED-2012: Chief Engineer(Power), Electricity Department, Government of Manipur on behalf of the Governor of Manipur invites Expression of Interest (EoI) for implementation of the under mentioned six Hydroelectric projects in the state from the intending CPSUs, PSUs or Private Developers either on Build, Own, Operate and Transfer(BOOT) or Joint Venture mode. The Applicants may submit their proposals for all the six projects or lesser number of projects.

Sl. No.	Name of Projects	Proposed Installed capacity	Location	River/ Basin	Remarks
1.	Irang HE Project	60 MW	Tamenglong District, Lat – 24° 50' 35" Long – 93° 30' 10"	Irang River, Barak basin	Under Survey & Investigation by State Power Department
2.	Tuivai HE Project	51 MW	Churachandpur District Lat – 24° 14' 55" Long – 93° 21' 46"	Tuivai River, Barak basin	-do-
3.	Pabram HE Project	190 MW	Tamenglong District Lat – 25° 05' 55" Long – 93° 28' 22"	Barak River, Barak basin	Identified by CEA. PFR prepared by WAPCOS available
4.	Nungleiband HE Project	105 MW	Tamenglong District Lat – 24° 35' 56" Long – 90° 39' 50"	Leimatak River, Barak basin	-do-
5.	Khongnem Chakha HE Project	67 MW	Senapati District Lat – 25° 24' 27" Long – 93° 04' 00"	Barak River, Barak basin	-do-
6.	Maklang-Tuyungbi HE Project	45 MW	Ukhrul District Lat – 24° 38' 45" Long – 94° 26' 48"	Maklang-Tuyungbi River, Maklang basin	Identified and PFR prepared by Power Deptt. Manipur

2. Details of terms & conditions, eligibility criteria etc. shall be available in the EOI document, which can be either downloaded from the web sites www.manipurpower.nic.in / www.manipur.gov.in or collected from the OSD, Manipur Bhawan, No. 2 - Sardar Patel Marg, New Delhi -110021 or from the Office of the Chief Engineer (Power), Electricity Department, Government of Manipur, Keishampat, Imphal – 795001.

3. The completed Eoi should be submitted in hard copy (1 no) along with a soft copy (in MS Word/PPT format) at the under mentioned address.

4. Clarification, if any, shall be addressed to the Chief Engineer (Power), Manipur through e-mail and subsequent hard copies.

4. Timelines of this EOI process which are to be strictly adhered to are indicated below:

(I) Release of Eoi Advertisement	:	24-08-2012
(II) Last date of receipt of request for Clarification	:	18-09-2012
(III) Last date of receipt of Eoi Application	:	1.00 pm on 08-10-2012
(IV) Opening of Eoi Applications	:	3.00 pm on 08-10-2012

at the Office of Chief Engineer (Power), Manipur

Contact details:

Chief Engineer (Power),
Electricity Department,
Government of Manipur,
Keishampat, Imphal – 795001
Tele : 0385- 2450050
Fax : 0385 – 2450702
e-mail: ce.power.manipur@gmail.com

Sd/-
Chief Engineer (Power),
Electricity Department,
Government of Manipur

Expression of Interest

**Short listing of Agencies
for
Implementation of Hydroelectric Projects
by CPSUs, PSUs & Private Developers
in Manipur**

**Electricity Department,
Government of Manipur**

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i. Disclaimer

The information contained in this Expression of Interest document (the "EOI") is provided to the Applicant (s) on the terms & conditions set out in this EOI. This EOI is not an agreement and is neither an offer nor invitation by the Power Department, Government of Manipur to the prospective Applicants or any other person. The purpose of this EOI is to provide information to the interested parties that may be useful to them in the formulation of their application for short listing pursuant to this EOI. This EOI document may not be appropriate for all Applicant(s) and each of them should therefore, conduct its own investigations and analysis to enable them to formulate a suitable application.

Some of the information provided in this EOI to the applicants may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Power Department, GoM accepts no responsibility for the accuracy or otherwise or opinion on law expressed herein.

Power Department, Manipur accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EOI.

The issue of this EOI does not imply that Power Department, Manipur is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder, as the case may be, for the Project and the Department reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all the costs associated with the preparation and submission of its Application in response to this EOI, regardless of the outcome of the Bidding Process.

ii. Abbreviations

Sl.No.	Abbreviation	Long Form
1.	Eoi	Expression of Interest
2.	GOM	Government of Manipur
3.	EDM	Electricity Department, Manipur
4.	MoU	Memorandum of Understanding
5.	RFP	Request For Proposals
6.	CD	Compact Disc
7.	PPT	Power Point Presentation
8.	MS	Microsoft
9.	MD	Managing Director
10.	PFR	Pre- Feasibility Report
11.	DPR	Detailed Project Report
12.	CEA	Central Electricity Authority

iii. Definitions

Sl. No.	Terms	Definition
1.	Applicant	Refers to an Individual Applicant or a Consortium Applicant as the case may be
2.	Application	Document for request for short listing their proposals prepared in response to this EOI document in the format provided in the Annexures.
3.	Bidder	Shortlisted Applicants submitting their Proposals in response to RFP which is to follow.
4.	Company	A Company registered under the Companies Act, 1956
5.	Consortium/Joint Venture	A Group of Organizations (as defined below)formed by an MOU to undertake this Project
6.	Financial Year	The 12 –month period commencing from the 1 st day of April of any year and ending on the 31 st March of the following year.
7.	Lead Member	Such member of the Consortium which has been designated so by the other members of the Consortium and also authorized by them to represent each one of them and enter into contracts for and on their behalf.
8.	Net- worth	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves) – Preliminary, pre-operative expenditure and miscellaneous expenditure to the extent not written off, as per the annual report and adjusted with any qualifications in the Auditors’ Report.
9.	Organization	A Company registered under the Companies Act, 1956 or with respect to a Company incorporated outside India, a Company which if incorporated in India would be a Company as defined by the Companies Act, 1956.
10.	Turnover	The total amount of gross receipts from any activities in the normal course of business, as per the annual report and as adjusted with any qualifications in the Auditors’ Report.

1.0 Introduction

1.1 Project Background

Manipur has a substantial hydropower potential of about 2000 MW, out of which only 105 MW could be tapped through Loktak Hydroelectric Project under central sector by NHPC Ltd. Thus, generation from hydro sector at present is around 105 MW only. One of the main reasons for lack of sufficient development of this sector has been an absence of a policy framework on generation of power, particularly for hydro power.

At present, the State has identified 6 (six) numbers of hydel projects which can be allocated to any developer. These projects are in different stages of implementation. The details of these projects are indicated below:-

Sl. No.	Name of Projects	Proposed Installed capacity	Location	River/ Basin	Remarks
1.	Irang HE Project	60 MW	Tamenglong District, Lat – 24° 50' 35" Long – 93° 30' 10"	Irang River, Barak basin	Under Survey & Investigation by State Power Department
2.	Tuivai HE Project	51 MW	Churachandpur District Lat – 24° 14' 55" Long – 93° 21' 46"	Tuivai River, Barak basin	-do-
3.	Pabram HE Project	190 MW	Tamenglong District Lat – 25° 05' 55" Long – 93° 28' 22"	Barak River, Barak basin	Identified by CEA. PFR prepared by WAPCOS available. Survey & Investigation yet to be started
4.	Nungleiband HE Project	105 MW	Tamenglong District Lat – 24° 35' 56" Long – 90° 39' 50"	Leimatak River, Barak basin	-do-
5.	Khongnem Chakha HE Project	67 MW	Senapati District Lat – 25° 24' 27" Long – 93° 04' 00"	Barak River, Barak basin	-do-
6.	Maklang-Tuyungbi HE Project	45 MW	Ukhrul District Lat – 24° 38' 45" Long – 94° 26' 48"	Maklang-Tuyungbi River, Maklang basin	Identified and PFR prepared by Power Deptt. Manipur. Survey & Investigation yet to be started

1.1 Implementation Approach

EDM, GoM is contemplating to encourage participation of Central Public Sector Undertakings (CPSUs), State Public Sector Undertakings (SPSUs) and Private enterprises in the development of Hydro power sector in the State. The interested parties may be an Individual entity or a Consortium who can implement all the above projects or lesser number of the projects in different mode i.e Built Own Operate and Transfer, Joint Venture under the terms and conditions to be defined in the RFP document at that stage.

In this respect, EDM invites EOI under this document from the Agencies interested in implementing the above listed projects successfully. The short listed Applicants will be entitled to participate in the next stage of Bidding and will be issued an RFP document.

2.0 Scope of Work

The scope of the work is broadly divided into the following:-

- (i) Completion of the balance Survey & Investigation works of the two projects namely Irang HE project and Tuivai HE project listed at Sl. No. 1-2 in the table shown above and, formulation of DPRs, obtaining all the Statutory Clearances and its execution, commissioning, operation & maintenance.

- (ii) Survey & Investigation of the remaining four projects shown above at Sl. No. 3-6, preparation of DPRs, obtaining all the Statutory Clearances and its execution, commissioning, operation & maintenance.

3.0 Instruction to Applicants

(A) General Rules

3.1 Eligible Applicants

3.1.1 The Applicant may be a single entity or a group of entities and the term Applicant used hereinafter would mean both.

3.1.2 Application submitted by a Consortium should comply with the following additional requirements:

- (i) Number of members in a Consortium should be limited to 4.

- (ii) Members of the Consortium shall nominate one member as the lead Member. This lead Member should be a Company incorporated under Companies Act, 1956 having a minimum of 26% of both equity and voting rights in the Consortium.

3.1.3 An individual Applicant cannot, at the same time be a member of a Consortium applying for the Project. However, a member of particular Consortium can be member of the other Consortium(s) applying for the Projects provided the member is not the Lead Member of any of the Consortium(s) nor is it an Individual Applicant.

3.1.4 Any entity which has been barred by any Government Authority from participating in Government projects on or before the Application deadline, would not be eligible to submit the EOI, either as an Individual Applicant or as a member of a Consortium(s) Applicant. In the event of such an entity is a part of a Consortium, the Applicant would be disqualified from the process.

3.2 Change in Name/Management/ Consortium composition

No change in the composition of a Consortium, which alters the shareholding by more than 49% or replaces the lead Member, will be allowed after the Application deadline.

3.3 Application Preparation Costs

The Applicant shall be responsible for all the costs associated with the preparation of its Application and its participation in the EOI stage. Electricity Department, Manipur will not be responsible or in any way liable for such costs, regardless of the outcome of the EOI stage.

3.4 Right to Accept or Reject any or all Applications

3.4.1 Notwithstanding anything contained in this EoI, EDM reserves the right to accept or reject any Application and to annul this EoI process and reject all Applications/Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

3.4.2 In case of any dispute arising out of the short listing of the Applicants, the decision of Power Department, Government of Manipur shall be final and prevail.

3.5 Request for Clarification from Applicant

A prospective Applicant requiring any clarification on the EoI document may notify EDM in writing. In case the clarification request is sent by e-mail, subsequently a hard copy of the clarification should also be submitted. EDM may respond to any request for clarification received up to the last date for receipt of clarifications as mentioned in the "EoI Timelines".

3.6 Amendment of EoI document

At any time prior to the deadline for submission of Application, EDM may for any reason, whether at its own initiative or in response to clarifications requested by an Applicant modify the EoI document by the issuance of addenda or addendum.

(B) Preparation and Submission of Application

3.7 Language

The Application and all related correspondence and documents should be written in English language.

3.8 Validity of Application

The Application shall be valid for a period of 6(six) months from the due date for submission of Expression of Interest. EDM reserves the right to reject any or all Applications, which does not meet this requirement.

3.9 Format and Signing of Application

3.9.1 The Applicant should provide all the information as per this document. EDM would evaluate only those Applications that are received in the required format and are complete in all respects. The Applicant shall submit one hard copy and one soft copy (on a CD in MS Word/PPT format) of the documents comprising the EoI Application. In case of any discrepancy between the hard copy and soft copy, the hard copy shall prevail. The Application shall be typed and each page shall be initialled by the Applicant. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

3.9.2 The person, in favour of whom the power of attorney has been assigned, should be competent to contract and a resolution or authorization by the Board of Directors in case of an individual Applicant, and all Consortium members in case of a Consortium Applicant, would be required to be furnished in this regard.

3.9.3 EoI will have to be submitted only in **HARD BOUND** (Hard bound means such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered. It also should an Index giving page wise information of above documents. Spiral bound document will be summarily rejected.

3.10 Sealing and Marking of Application

3.10.1 The Application, to be submitted in an envelope bearing “ **Expression of Interest Application – Hydro Projects, Manipur**”, shall contain the following:-

- a. Covering letter as per the format enclosed at Annexure A;
- b. Power of Attorney as per the format enclosed at Annexure B (and C in case of a Consortium Applicant);

c. EoI Application, in response to experience and capability requirement, as per the format enclosed at Annexure D-I;

d. Other attachments like MoU, copy of certificates, annual report if applicable.

3.10.2 All the Formats mentioned above which are to be attached as Annexures in the EoI Application will be available at the Web site : www.manipurpower.nic.in / www.manipur.gov.in.

3.10.3 Applicant(s) may apply for all the six projects or lesser number of projects or single project for which they should clearly mention the name of the project(s) in their application.

3.10.4 The envelope shall be addressed to :-

**Chief Engineer (Power),
Electricity Department,
Government of Manipur
Electricity Complex, Keishampat
Imphal West, Pin- 795001
Phone: + 91- 0385 – 2450050
Fax: + 91- 0385- 2450702
E-mail : ce.power.manipur@gmail.com**

3.10.5 If the envelope is not sealed and marked as instructed above, EDM assumes no responsibility for the misplacement or delay in receipt or premature opening of the contents of the Application submitted.

3.11 Application Deadline

3.11.1 The Application should be submitted as per details specified under the “EoI Timelines” in the manner and form as detailed in this document. Applications submitted by e- mail, facsimile transmission or telex would not be accepted. No further correspondence will be entertained on this matter.

3.11.2 EDM may, in exceptional circumstances, and at its sole discretion, extend the Application deadline by issuing an Addendum.

3.12 Late Application

EDM will not accept any Application received after the Application deadline.

3.13 Modifications/ Substitution/ Withdrawal of Application

3.13.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by EDM within the Application deadline.

3.13.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Eol instructions, with the envelopes being additionally marked “ MODIFICATION”, “SUBSTITUTION’ or “ WITHDRAWAL”, as appropriate.

(C) Evaluation of Application

3.14 An Evaluation Committee to be constituted by EDM would open the Applications as per details given in the “Eol Timelines” for the purpose of evaluation. The Applicants present at the time and venue mentioned will be provided with information of list of applicants for the Eol process.

3.15 Applications for which an acceptable notice of withdrawal has been submitted in accordance with the above clause shall not be opened.

3.16 EDM would subsequently examine and evaluate Applications in accordance with the criteria briefly set out in Chapter 4.

3.17 EDM reserves the right to reject any Application without assigning any reasons thereof.

3.18 Test of Responsiveness

Prior to the evaluation of Applications, EDM will determine whether each Application is responsive to the requirements of the Eol document. An Application shall be considered responsive if the Application is submitted as per the guidelines given in this Eol in all respect. EDM reserves the right to reject any Application which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by EDM in respect of such Applications.

3.19 Request for Clarifications from EDM

To facilitate evaluation of Applications, EDM may, at its sole discretion, seek clarification in writing from any Applicant regarding their Application. In the event of response to such request is not received from the Applicant within seven (7) working days of such request having sent by EDM, the decision of EDM as to interpretation of the Application would prevail.

(D) Short listing and Notification

3.20 After the evaluation of Applications, EDM would announce a list of Applicants who have been short listed for participation further in the process. Each of them will be informed accordingly.

3.21 The short listed Applicants will be requested to submit a detailed proposal in the form and manner to be spelled out in the RPF document.

(E) EoI Timelines

3.22 The timelines of this EoI process which are to be strictly adhered to are as follows:-

Sl. No.	Activity	Timeline
1.	Release of EoI advertisement	24.08.2012
2.	Deadline for receipt of request for Clarification	18.09.2012
3.	Dead line for receipt of EoI Application	1:00 pm on 08.10.2012
4.	Opening and declaration of EoI Applications received	3:00 pm on 08.10.2012

4.0 EoI Process

4.1 The primary objective of this EoI is to shortlist the agencies for participation in the final tendering process and to obtain inputs on project design and implementation plan.

4.2 The short listing of the Applicants will be based on (i) Past experience and (ii) Financial Capability.

4.3 The Applicant's experience and capability shall be examined in the following manner:-

Sl. No.	Criteria	Documentary Evidence to be enclosed
i.	Technical experience	The applicant in case of individual applicant or the Lead member (holding minimum 26% share) in case of consortium should have either commissioned a Hydro/Thermal project of minimum Installed Capacity of 50 MW or power sector infrastructure project costing not less than Rs 350.00 crore or under construction.

Sl. No.	Criteria	Documentary Evidence to be enclosed
ii.	Financial Capability	Should have Net-worth of at least Rs. 1 crore (Rupees ten million only) per MW applied for under the EOI, as on the last date of the latest audited Financial Year. Certificate from the Statutory Auditors, with adjustments, if any, in the figure as per last audited financial statements.

4.4 The above criteria are for EOI stage only and are liable to be changed at RFP stage.

4.5 An Evaluation Committee to be constituted by EDM will examine, evaluate and grade all the Applications submitted by the Applicants on the basis of their responsiveness to the requirements set out in this EOI, documents pertaining to their Experience and Capability criteria mentioned at para 4.3 above. The shortlisted Applicants will be intimated in this regard.

**Electricity Department,
Government of Manipur**

Annexure A: Cover Letter

(To be submitted on the Letterhead of the Participant)

Date:

Place:

To,
Chief Engineer (Power),
Electricity Department,
Govt. of Manipur
Keishampat, Imphal – 795 001

Subject: Submission of EoI for short listing of agencies for 'Implementation of six hydroelectric projects in Manipur'

Dear Sir,

1. With reference to your EoI document dated, we, having examined the EoI document and understood its contents, hereby submit our Application for shortlisting for the aforesaid project. The Application is unconditional and unqualified.
2. We acknowledge that the Electricity Department, Manipur ("the EDM") will be relying on the information provided in the Application and the documents accompanying such Application for shortlisting of the Applicants for the aforesaid project, and we certify that all information provided in the Application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals .
3. This statement is made for the express purpose of shortlisting as a Bidder for the implementation of the aforesaid Project
4. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the shortlisting statement.
5. We acknowledge the right of the Department to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Joint Venture Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - a) We have examined and have no reservations to the EoI document, including any Addendum issued by the Authority.
 - b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) We hereby certify that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
9. We believe that we/ our Joint Venture/ proposed Joint Venture satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the EoI document and are qualified to submit a Bid.
10. We declare that we/ any Member of the Joint Venture, or our/ its Associates are not a Member of a/any other Joint Venture applying for shortlisting.
11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we/ anyMember of the Joint Venture or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Joint Venture or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. We further certify that we are qualified to submit a Bid in accordance with the guidelines for shortlisting of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.
15. We undertake that in case due to any change in facts or circumstances during the BiddingProcess, we are attracted by the provisions of disqualification in terms of the provisions of this EoI, we shall intimate the Authority of the same immediately.
16. The power of attorney for signing of application and the power of attorney for Lead Member of Joint Venture are also enclosed.
17. We certify that the {Applicant/ Lead Member} is an existing Company incorporated under the Indian Companies Act, 1956.
18. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. We agree and undertake to abide by all the terms and conditions of the EoI document.
20. We certify that in terms of the EoI, our Network is Rs.(Rs. in words).
- {21. We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement.}

In witness thereof, we submit this application under and in accordance with the terms of the EoI document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Applicant/ Lead Member

Note:

- All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.
- Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

Annexure B: Power of Attorney in favor signatory

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for shortlisting and submission of our bid for the Project proposed by the EDM including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to the EDM, representing us in all matters before the EDM, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with the EDM in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2012.

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

(Signature) (Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and is sued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure C: Power of Attorney in favor of Lead Member

Whereas the Electricity Department, Manipur (the “EDM”) has invited applications from interested parties for the implementation of six hydroelectric projects in Manipur (the “Project”).

Whereas,,, and (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Expression of Interest document (Eol), Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s.having our registered office at, M/s.having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the shortlisting of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the EDM.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2012.

For
(Signature)
..... (Name & Title)

For
(Signature)
..... (Name & Title)

For

(Signature)

..... (Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and is sued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure D: Applicant Details

1. (a) Name:
 (b) Country of incorporation:
 (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

5. In case of a Joint Venture:
 - (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 3.1.2 should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role
1		
2		
3		

- (d) The following information shall also be provided for each Member of the Joint Venture:
Name of Applicant/ member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project.		

2.	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Applicant/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Joint Venture (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Annexure E: Employee Strength Details

(To be submitted on the Letterhead of Lead Member/ Consortium Partner)

Date

To Whomsoever It May Concern

This is to certify that full – time employees on the payrolls of << Name of Applicant>>is
..... (in figure and in words) as on 01 April 2012.

Yours sincerely,

[Signature]

[Name]

[Designation]

[Company Seal]

Annexure F: Financial Details

	FY X	FY X-1	FY X-2
Name of Company			
Lead Member/ Consortium Partner			
Net Worth (in INR Crores)			
Profit before Tax (in INR Crores)			

- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 54 (fifty four) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Deadline, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- The above details should be given only for the entity applying in case of an Individual Applicant, and members in case of a Consortium Applicant, and not for its/ their parent/ subsidiary/ related companies.
- All figures quoted above shall be certified by the Applicant's statutory auditor and the audited annual reports shall be provided.

Annexure G: Experience Details

01	<< Project Name >>	
General Information		
1	Name of Company (Lead Member/ Consortium Partner):	
2	Percentage of ownership in project, if executed through Joint Venture	
3	Client Name:	
4	Name of the contact person and contact details for the client	
Project Details		
5	Country where project was executed:	
6	Type of Project (please tick):	<ul style="list-style-type: none"> • Managing debit (tag user) and credit/ merchant(concessionaire) user accounts • Processing and settlement of transactions • Tag distribution and registration • Design, development and deployment of client application (computer software operating at toll lanes and plaza)
7	Start Date / End Date	
8	Current Status	
9	Number of staff deployed	
Size of the project		
7	Order Value of the project (in Rs. Lakhs)	
Narrative description of project:		
Description of actual services provided by the responding firm within the project:		

Only the projects executed by the Applicant (or JV members), and not by its parent/ subsidiary/ associate, will be considered. The Applicant should have at least 50% ownership in the execution.

Annexure H: Unconditional Declaration

We << Applicant>> hereby undertake and declare that we fulfill, and will continue to fulfill, all requirements, terms and conditions laid down by Electricity Department, Manipur (EDM) as per the EoI, unconditionally.

[Signature]

[Name]

[Seal here]

Date

Annexure I: Consortium MoU

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2012 **AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) [THE ELECTRICITY DEPARTMENT, GOVT. OF MANIPUR, represented by Chief Engineer (Power) and having its Head Office at Keishampat, Imphal – 795 001] (hereinafter referred to as the “**EDM**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its request for Expression of Interest (the “**Eoi**”) for shortlisting of bidders for implementation of six hydroelectric projects in Manipur (the “**Project**”).

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Eol document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the Eol document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Eol.

2. Joint Venture

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Contract Agreement with the Authority for performing all its obligations as the Contractor as per the terms of the Contract Agreement for the Project.

4. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Completion of Project under the Contract Agreement; (b) Party of the Second Part shall be {the Technical Member of the Joint Venture; and} {(c) Party of the Third Part shall be the Financial Member of the Joint Venture.}

5. Joint and Several Liability The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EoI, RFP and the Contract Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract Agreement.

6. Representation of the Parties Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of {India}.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.